TENDER DOCUMENT-KW-1

(ESTIMATE AMOUNT BELOW RS.20.00 LAKHS)

BRUHAT BANGALORE MAHANAGARA PALIKE
(B.B.M.P)

TENDER DOCUMENT FOR "Replacement of damaged UG Cable, Poles, Panel Board, Park Lights in Kari Thimmanahalli Park Srinagar in ward no 197" IN SOUTH ZONE OF BBMP, BANGALORE.

TENDER NOTIFICATION NO AND DATE	: BBMP/EE/ELE/South/TND/05/2024-25 Dated:03-10-2024
PACKAGE NAME	: Replacement of damaged UG Cable, Poles, Panel Board, Park Lights in Kari Thimmanahalli Park Srinagar in ward no 197
ESTIMATE COST(Rs.in Lakhs)	: 10.00
TENDER DOCUMENT AVAILABLE FROM	: 07-10-2024
LAST DATE AND TIME FOR SUBMISSION TENDERS	: 21-10-2024 at 16.00 hrs
TIME AND DATE OF OPENING OF TENDERS	: 22-10-2024 at 16.30 hrs

Executive Engineer

(Electrical)

South Zone
Bruhat Bangalore Mahanagara Palike

BRUHAT BANGALORE MAHANAGARA PALIKE

Tender For The Work of "Replacement of damaged UG Cable, Poles, Panel Board, Park Lights in Kari Thimmanahalli Park Srinagar in ward no 197" IN SOUTH ZONE OF BBMP, BANGALORE.

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Executive Engineer (Ele)
South Zone
Bruhath Bangalore Mahanagara Palike

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, Electrical Division, South Zone, 9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore 560011

No. EE/ELE/S/TEND/05/2024-25 Date: 03-10-2024

INVITATION FOR TENDER (IFT)

(Through KPP Portal only)

1. Executive Engineer (Elect), South Zone, invites Tenders in accordance with KTPP rules 2000, from eligible contractors registered in Bruhat Bangalore Mahanagara Palike/ KPWD/ CPWD/Railways/MES/National Highway or any other equivalent central/state government organizations on behalf of the Chief commissioner, BBMP for Electrical work as detailed in the table. The bidders may submit their bids for works given in the table below through E-Procurement portal of the Government of Karnataka **(viz** www.KPPP.karnataka.gov.in**)** The bidders are advised to note the minimum qualification criteria specified in clause-3 of the ITT to qualify for award of the contract.

2. a. Tender documents may be downloaded from the e-procurement portal from **07-10-2024.**

b. Bids must be submitted online through the e-procurement portal on or before **21-10-2024**
by 16:00 hrs.

c. The Tenders will be opened on **22-10-2024 at 16:00 Hrs**.

d. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be submitted online through web site www.KPPP.karnataka.gov.in

e. Tenders shall be opened on the web site www.KPPP.karnataka.gov.in in the office of the Executive Engineer (Ele.), South Zone, BBMP Bangalore.

f. Aspiring bidders / contractors who have not registered in KPP portal should be registered before participating in this tender.

g. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.

h. All the information required for the bid must be uploaded in KPP portal only.

i. For details of registration and e-payment of EMD, visit GOK KPPP website www.KPPP.karnataka.gov.in or contact e-procurement helpdesk at 080-25501216,25501227.

Sl No.	Name of the Work	EST Cost (In Lakhs)	Earnest Money Deposit (Rs.)	Category	Cost of document (Rs.)	Period of completion	Class of Contract

1.	Upgradation of HT Installation in Kalasipalya Vegitable Market in ward no 161	40.00	40000.00	SC	As per e-procurement portal	180Days	Class I & Above
2.	Providing Electrical infrastracture works in Gali Anjaneya sub Division in Vijayanagar constituency	45.00	45000.00	ST	As per e-procurement portal	180Days	Class I & Above
3.	Annual Electrical Maintenance of Electrical installations in DEER Park Hanumanth Nagar in ward No.196	9.00	22500.00	Others	As per e-procurement portal	180Days	Class III & Above
4.	Replacement of damaged UG Cable, Poles, Panel Board, Park Lights in Kari Thimmanahalli Park Srinagar in ward no 197	10.00	25000.00	Others	As per e-procurement portal	180Days	Class III & Above
5.	Providing Electrical infrastracture works in Vijayanagar sub Division in Vijayanagar constituency	45.00	90000.00	Others	As per e-procurement portal	180Days	Class I & Above

Tender Terms & Conditions

1. Qualifying requirements: The Tenderer shall have a Valid Electrical Inspectorate License.

2.The Tenderer shall furnish documents like work completion certificate duly certified by the Competent Authority not below the Rank of Executive Engineer and turnover certificate issued by charted accountant minimum of turnover as per Tender Document between 2019-20 to 2023-24 along with Technical Bid as per the Bid document KW 1/KW 2.

3.The work completion Certificate shall specify the nature of work, items and quantity of work executed and the date of completion of work as detailed in Tender Documents.

4.The Tenderer shall compulsorily upload the valid and present Certificate copies of PAN &GST Number.

5. The tenders will be opened on the due date and time of opening as indicated in the tender document.

6.It is stipulated that, if "The rate/amount quoted by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of

government of karnataka, in favour of Executive Engineer (Elec) South zone at the time of Agreement. This Difference Amount will be returned after Satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected".

7. It is Stipulated that, For any Specialized work or other works to be specified or as per prevailing rules, Intending tenderer shall have required work qualification of **"Executing similar nature of single work of 50% of Estimate value of this work, involving execution of specified items of work"** and as proof tenderer shall upload work done certificate issued by officer not below the rank of Executive Engineer.

8.As per the Standard tender document KW1/KW2 and also Commissioner order No: CE(TVCC&PPED)PR/18/2012-13 Dated:19/01/2013 the bidder shall remit 5% of Security deposit through such means as prescribed by prevailing rules of Government of Karnataka, in Favour of Executive Engineer (Ele) South at the time of agreement.

9. The tenderer may obtain further clarifications/information in respect of the tender documents at the office of The Executive Engineer – Electrical, South Division, BBMP, 9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore – 560 011.

10. The tender accepting authority shall have the power to accept or reject any tender without assigning any reason thereof.

11. While carrying out electrical works the tenderer shall carry out the works through qualified personnel& in consultation with BESCOM for line clearance etc. In the event of any mishap or accident tenderer is held solely responsible and shall indemnify BBMP in this regard.

12. The Fittings & other accessories proposed to be used in the work shall be got approved by the competent authorities before taking up the work. The indicated quantities are subject to variation as per prevailing rules.

13. The successful tenderer shall paint on the fitting & switches, firm name, ward no date/month & year of fixing the fittings & switches etc.,

14. The contractors blacklisted in Govt/Quasi/Govt/Boards/BBMP etc., are not eligible to participate in this tender, if any the tenders of such tenderer shall be rejected.

15. No Joint Venture/Consortium is permissible.

16. Conditional Tenders will not be accepted.

17. The Contractor has to make own arrangements for procurement of all materials required for the work. There is no departmental supply of materials or mobilization funds. Contractor should procure materials with BIS or other relevant standards & obtain necessary quality control certificates from authorized quality control authority.

18. Sub-letting of work is prohibited.

19. Any Corrigendum/Modification will be notified in the KPP portal only.

20. As per Government order No. LD 300/LET/2006, Dt: 18-07-2007 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

21.Necessary Taxes and other deductions shall be made from contractors Bills.

22. The successful bidder has to execute an agreement with BBMP with in stipulated period, failing which his tender shall be rejected.

23. The work shall be commenced with all earnestness as notified, failing which, it shall be presumed that the tenderer is not interested in the work and action shall be taken to get the work executed through alternate agency at the risk and cost of the tender.

24. The BBMP reserves the right to accept/reject any or the entire tender's without assigning any reasons.

25. Any other details regarding the works & other information can be obtained from the above office during office hours.\

26. Tender documents may be download from the Website **https://kppp.karnataka.gov.in/**

27. Not withstanding any thing contained herein, prevailing rules of GOK and clauses of appropriate standard tender documents shall also applicable along with conditions specified herein.

28. The Tender of successful bidder shall be rejected if,

a. Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

b. Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failure etc.: and/or

c. Participated in the previous tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification. Such Tenderer shall be rejected.

29. The tenderers shall note that, In Labour / Manpower oriented Items of any of the above tender, If " The rate quotes by the tenderer is less than stipulated schedule rates, such tenders shall be rejected."

30. Item Rates mentioned in Tender schedule are Indicative only, however, Tender shall quote his/her rates considering prevailing statutory taxes and duties.

31. The tenderer after becoming successful bidder if elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfeited and his bid shall be rejected. Further he shall not be eligible to participate in the future tender for the same work.

32. The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria. Submitting tender without possessing minimum required tender qualification as per tender document shall lead to forfeiture of EMD submitted by him for the subject work and his bid shall be rejected .

33.The Tender will remain valid for 180 Days from the Date of Opening of Tender.

Copy to:

1. Copy Submitted to the Worshipful Administrator, BBMP for kind information.
2. Copy Submitted to the Chief Commissioner, BBMP for kind information.
3. Copy submitted to the Special. Commissioner (Project), BBMP for kind information
4. Copy submitted to the Engineer-In-Charge, BBMP
5. Copy submitted to the Zonal. Commissioner (South Zone), BBMP for kind information.
6. Copy submitted to the Joint Commissioner (South Zone), BBMP for kind information

7. Copy to the CE (South Zone), BBMP for kind information.
8. Copy to the SE (Electrical), BBMP for kind information.
9. Copy to the Public relation officer, BBMP for kind information and to publish in Leading Newspapers.
10. Copy to the information officer, BBMP for kind information and to publish in Website Along with soft copy.
11. Copy to the DCF (South Zone) BBMP for kind information.
12. Notice board.
13. Office copy.

Executive Engineer
Electrical Division, South Zone,
Bruhat Bangalore Mahanagara Palike

SECTION - I

Instructions to Tenderers

1.0 Scope of Tender

1.1 Executive Engineer (Ele) SOUTH ZONE, invites Tenders in accordance with KTPP rules 2000, From eligible tenderers, for the work of Replacement of damaged UG Cable, Poles, Panel Board, Park Lights in Kari Thimmanahalli Park Srinagar in ward no 197**.**

2.0 Eligible Tenderers

2.1 The Bidder shall have a valid Electrical Inspectorate License and shall be a registered electrical

Contractor of appropriate class with Bruhat Bangalore Mahanagara Palike / KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

2.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices

Issued by the Government of Karnataka

2.3 Tenders from Joint ventures are not acceptable.

3.0 Qualifying Criteria:

a) The Bidder shall have a valid Electrical Inspectorate License and Shall be a registered electrical contractor of appropriate class with Bruhat Bangalore Mahanagara Palike / KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

b) To qualify for award of this contract, each tenderer in its name should have Turnover in the **last five years (i.e. 2019-20 to 2023-24) achieved in at least two financial years an average annual financial turnover of not less than the estimated cost under this contract**.

c) For any Specialized work or other works to be specified or as per prevailing rules, Intending tenderer shall have required work qualification of **"The Tenderer should have a work experience of Executing similar kind of work done for an amount of 50% of the Estimate value. Supporting document has to be submitted along with the tender If not Tender will be rejected"** as proof tenderer shall upload work done certificate issued by officer not below the rank of Executive Engineer in accordance with financial limits of tenders and KTPP Rules 2000.

d) The Bidder shall upload scanned copies of PAN Card, GST registration certificate.

4.0 Tender document

The Tender document consists of :

I Technical Bid:

i. Tender notification (IFT)
ii. Section 1 : Instructions to Tenderers(ITT)
iii. Section 2 : General conditions of contract (GCC)
iv. Documents/Schedules to be furnished by the bidder
    1. Form Of Tender
    2. Letter of confirmation of Pre- tender visit
    3. Qualification Information
    4. Letter of Acceptance

5. Notice to proceed with the work.
6. Agreement form.

II **Financial bid** – incorporating ‘Schedule-B’ (Schedule of rates)

5.0 Tender prices

1.1 **5.1** The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

1.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). *Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

1.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

1.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

6.0 Validity of tenders:

The Tenders shall be valid for a period of **180 days** from the date of opening. Tenders valid for a shorter period are liable for rejection by BBMP without any correspondence in this regard.

In exceptional circumstances, prior to expiry of the original time limit, BBMP may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. However, EMD of bidders who may refuse to extend the validity period will not be forfeited. A Bidder agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause-7 (EMD) of Tender notification in all respects.

7.0. **Earnest Money Deposit (EMD)**: All the bids must be accompanied by an EMD amount indicated in IFT / Appendix-B for the work, which has to be paid online through E-procurement portal.

8.0 Tender documents may be download from the Website **https://kppp.karnataka.gov.in**

9.0.The Bidder may obtain further clarifications/information in respect of the tender document from the Office of the Executive Engineer(Ele.) South Zone, BBMP. during office hours.

10.0 BBMP is not responsible for not getting internet connection while downloading / uploading the Electronic bids/ documents.

11.0 The bids shall be strictly as per the formats and terms and conditions specified in the tender Documents. Lump sum tenders will not be considered. Separate tenders shall be submitted for Each package.

12.0 BBMP reserve the right to cancel or withdraw or modify the bid without assigning any reasons. Such decision will not incur any liability whatsoever on the part of BBMP consequently.

13.0 Deadline for submission of tender:
Tenders must be submitted online through E-Procurement portal within the due date for submission as mentioned in the E-procurement portal (viz.., https://kppp.karnataka.gov.in) BBMP at its discretion may review the various terms and conditions of tender and extend the deadline for submission of tenders by issuing an amendment in E-procurement portal.

14.0 Tenders must be electronically submitted (on-line though internet) within the due date and time
Published in e-procurement portal. Tenders shall be opened at prescribed time and date in the e-
procurement portal, in the presence of the Bidders who wish to attend at the Office of the
Executive Engineer(Ele.), South Zone BBMP.

15.0 The Bidders are required to upload both technical bids and financial bids through E-
procurement portal only.

16. 0 The bids will be opened on the due date and time of opening as indicated in the E-procurement portal.

17.0 Rejection **of tenders** BBMP reserves the right to accept or reject any Tenders, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without assigning any reasons, thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BBMP's action.

18.0 Further, BBMP reserves the right to reject any Tender if,

a) At any time, a material misrepresentation is made or discovered
b) The bidder does not respond promptly and diligently to requests for supplemental information Required for evaluation of the tender.
c) The bidder does not enclose proof from manufacturer for satisfying technical specifications and as per IS standards and the specifications mentioned in the tender document.

19.0 Tenders which are not compliant with the tendering conditions and tenders with incomplete information shall be liable for rejection.

20.0 Any tender not containing sufficient descriptive material to describe accurately the qualification information may be treated as incomplete and hence liable to be rejected.

21.0 Oral statements made by the bidder at any time regarding the quality, quantity or any other matter will not be considered.

22.0 The tenders will be opened by the 'Engineer/Authority of BBMP', in the presence of the bidders or his authorised agents (who would have taken prior permission of BBMP in writing for deputing of such authorised person).

23.0 Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, BBMP will determine whether each Tender;

(a) has been properly submitted and
(b) is substantially responsive to the requirements of the Tender documents.

23.2 A 'substantially responsive' Tender is the one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one

(a) which affects in any substantial way the scope, quality, or performance of the operation & maintenance contract;
(b) which limits in any substantial way, inconsistent with the Tender documents, the BBMP's rights or the Tenderer's/Bidder's obligations under the Contract; or
(c) whose rectification would affect unfairly the competitive position of other Tenderer's /Bidder's presenting 'substantially responsive' Tenders.

23.3 If a Tender is not 'substantially responsive', it will be rejected by the BBMP, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24.0 Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by BBMP for any arithmetic Errors. Errors will be corrected by BBMP as follows:

(a) Where there is a discrepancy between the 'rates' in 'figures and in words', the lower of the two will govern; and

(b) Where there is a discrepancy between the 'unit rate' and the 'item total' resulting from multiplying the 'unit rate' by the quantity, the 'unit rate' as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the BBMP in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance.

24.3 Tenders not complying with these conditions are liable for rejection.

25.0 Process of Tender for technical evaluation

(a) The bidder should have met the pre-qualifying requirement (both financial & technical) as specified in **clause no. 3 of Tender ITT** of the Tender document.

(b) The Tender submitted shall be as per all the terms, conditions and technical specifications indicated in the Tender document.

Process to be confidential

(c) Information relating to the examination, clarification, evaluation and comparison Tenders and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of work to the successful Bidder has been announced. Any effort by a Bidder to influence BBMP's processing of Tenders or award of decisions may result in rejection of his Tender.

26.0 Evaluation and comparison of Tenders

26.1 The BBMP will evaluate and compare only the Tenders determined to be 'substantially responsive as detailed earlier.

26.2 In evaluating the Tenders, the BBMP will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to **Clause 25 (Correction of errors**); and
b) making appropriate adjustments to reflect discounts or other price modifications offered

26.3 The BBMP reserves the right to accept or reject any variation, deviation, or alternative offer and

other factors which are in excess of the requirements of the Tender document.

26.4 The substantially responsive tender with lowest evaluated total price (for services and supply and
Replacement of damaged/failed components) will be considered for award of contract as per the
Terms and conditions of the Contract.

27.0 Disqualifying tenders

Bidder should upload the Tender documents as per the instructions and specification mentioned in the e-proc portal, failing which the tender shall be disqualified.

28.0 Award of Contract

The BBMP will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the terms and conditions of Tender documents and who has offered the lowest evaluated Tender Price, provided that such Bidder has been determined to be qualified in accordance with the provisions of **Clause 3 of ITT (Qualifying Criteria**) of tender Document.

29.0 Notification of LOI and signing of Agreement

29.1 The Bidder whose Tender has been accepted will be notified of the award by BBMP prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of intent") will state the sum that BBMP will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 The "**letter of intent**" will constitute the intimation of acceptance of the Contract.

29.3 The Agreement will incorporate all agreements between the BBMP and the successful Bidder. The Successful Bidder shall enter in to agreement within 20 days from the date of intimation. Failing which it is presumed that, the Bidder has no interest in the tender and the work will be awarded to other eligible bidder forfeiting the EMD submitted by the defaulted Bidder.

30.0 Difference of cost

30.1 The following conditions are stipulated are also applicable to this tender: "The rate/amount quoted
by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the
Difference Amount Through demand draft/ Term deposit receipts/ Fixed deposit receipt/ Bank Guarantee. issued from Nationalised banks in favour of Executive Engineer (elect) South Zone. at the time of Agreement. This Difference Amount will be returned after Satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected and EMD amount shall be forfeited".

30.2 Failure of the successful Bidder to comply with the requirement to the tendering conditions shall

constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the BBMP may make the award to the next lowest evaluated Bidder or call for new tenders.

30.3 Upon award of tender to the successful Bidder, the BBMP will promptly notify the other Bidder that their Tenders have been unsuccessful.

31.0 The Bidders with "Qualifying requirements" are only eligible to submit the tenders. All the certificates/documents as prescribed for qualifying requirements shall be part of the bid.

31.1 Even though the Bidder/Tendrers meet the above criteria, they are subject to be disqualified if they have:

a) made misleading or false representations in the forms, statements and Attachments submitted in proof of the qualification requirements; and/or

b) record of 'poor performance' such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or

c) participated in previous tenders for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

31.2 In the event of the information furnished by the bidders is found to be False at any stage of tendering , BBMP at its discretion may take action against such bidders and forfeit the bid security, disqualifying the offer of such bidders and Blacklist the firm. In the event of the information furnished by the bidder is found to be False during the execution stage, then BBMP at its liberty may take action to cancel the Contract, besides forfeiting the performance guarantee and blacklist the firm recovering the losses and levy liquidated damages.

SECTION - 2

General Conditions of Contract

A - .GENERAL

1.0 Definitions

Terms which are defined in the tender and also defined in the Conditions of tender keep their defined meanings. Bold letters are used to identify defined terms.

"**Agreement"** shall mean the contract agreement which shall be executed before 20 (Twenty) days from the date of Letter of Intent (LOI).

"Applicable law" shall mean all the laws in force and effect as on the date of Tendering process and period of contract and which may be promulgated or brought into force and effect hereinafter in India including judgement, decrees, injunctions, writs or orders any court record, a may be in force and effect during the subsistence of the Agreement and applicable to the Contractor under the scope of the works of the Contract.

"**Approved"** shall mean the written approval of the "Authority".

"Authority" shall mean the officer in charge of the operation and maintenance of street lights in BBMP.

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Tender based on the quantities of various types of street light components described in Appendix A.

"Commissioning" shall mean the first regular operation for commercial use.

The **"Contract"** is the contract to be made between BBMP for the said work.

i) Bidders tender including all the communications like, the letter of clarifications, minutes of meetings, etc.,
ii) All literature, materials, data and information given by the bidder along with his tender subject to approval of the BBMP (authorised officer of BBMP).
iii) Any other terms and conditions of the documents/specifications and special terms, etc.

The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the BBMP.

The **"Contract Data"** defines the documents, drawings, and other information which comprise the Contract.

The **"Contract Period"** the contract is valid for a period of **180 Days** from the date of award of contract (work order)However it is extendable with same terms and conditions at the discretion of BBMP subject to satisfactory performance of the contract in accordance with Clause no. 25of GCC.

The **"Contract Extension"** Extendable period of contract is of 6/12 months duration from the closure of the first "contract period" at the discretion of BBMP subject to satisfactory performance of the contract in accordance with Clause no. 25of GCC.

The **"Contract price"** is the lump-sum price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Day means calendar day; **Month** means calendar month.

"Drawing" means the drawing referred to in the Tender documents and Contract and any modification of such drawings approved in writing by the Engineer/Authority or such other drawings as from time to time be furnished and/or approved by the Engineer/Authority.

The **"Engineer/Authority"** is the identified officer by BBMP.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to carry out the Works.

"Materials" are all supplies, including consumables, used by the contractor for incorporation in the Works.

The **"Site"** is the area defined as such in the Contract Data.

"Specification" means the Specification of the Works included in the Contract and any modifications or additions made or approved by the Engineer/Authority.

The **"Start Date"** is the date of award of work (Work Order)

"Tenderer/Bidder" means the person or persons, firm or company submitting the Tender for the works.

A **"Variation"** is an instruction given by the 'Engineer/Authority' which varies the Works.

"Ward/Area" means the lands, road and other places on, roads, in or through which the Works are to be executed or any other lands roads or place provided by the 'Authority' for the purpose of this Contract. These terms shall also include material stocking place and the area which the temporary structures are put up by the Contractor for the Works.
"Works" means all works related to operation and maintenance of street lighting system under this contract.

2.0 Construction of contract

The TENDER shall in all respects be construed and operate as a contract as defined in the Indian Contract Act 1872 and all payments there-under shall be made in Rupee unless otherwise specified.

3.0. Governing Law and Jurisdiction

The contract agreement shall be governed by laws of India and courts of the District Head Quarters will have jurisdiction relating to all matters arising from this contract agreement.

4.0 "Engineer's/Authority's" decision

In respect of all matter, including the granting or withholding of certificates, the BBMP shall if required shall, give the decisions in writing. In all matters of difference of opinion in respect of the contract, the decision of the concerned Engineer of the BBMP shall be final and acceptable to the tenderer. The BBMP officer in charge who will be in-charge for this work will be the "Engineer" or "Authority" for the purposes of decisions/execution of this contract.

5.0 Notices: Notices for the BBMP Authority, or the Contractor may be served personally or sent by registered post addressed to the registered

office of the BBMP or the last known place of business of the BBMP Authority and the Contractors. In the case of the Contractor, the same can also be served at the site office. Any notice sent by registered post shall be deemed to be served at that date and time.

6.0 **Regulations of local authorities**

6.1 The BBMP shall, throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way-leaves, approvals and the permissions required in connection with the regulations and bye-laws of the local or other BBMP offices which shall be applicable to the works.

6.2 All works shall be executed in accordance with the Indian Electricity Rules as in force from time to time, wherever they are applicable unless otherwise agreed to in writing by the BBMP

7.0 Certificates not to affect rights of the BBMP or contractor

No certificates of the BBMP on account, nor any sum paid on account, nor any extension of time for the execution of the works by the Contractor under the contract shall affect or prejudice the BBMP against the Contractor relieve the Contractor of his obligations for the due performance of the contract or be interpreted as approval of the work done or the materials supplied an no certificate shall create liability on the BBMP to pay for alterations, amendments, variations, or additional work not ordered in writing by the BBMP, or payment of damages whether due ascertained or certified or not or of any claim against the payment of which he is bound to indemnify the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the BBMP.

8. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. the Contractor shall, if required by the BBMP, deliver to the BBMP a return in detail, in such form and at such intervals as the BBMP may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as may be required by BBMP.

9. Compliance with labour regulations

i) During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

ii) The Contractor shall keep the BBMP indemnified in case any action is taken against the BBMP by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulations or notifications including amendments. If the BBMP is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, BBMP shall have the right to deduct any money due to the Contractor including his amount of Difference of cost deposit. The BBMP

shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the BBMP.

iii) It will be the responsibility of the contractor to obtain separate code for deposit of PF dues, if applicable, with the concerned PF authority directly.

iv) The employees of the Contractor in no case shall be treated as the employees of the BBMP at any point of time.

10.0 In case of emergencies of fire/electric shocks, accidents etc., the following action has to be taken immediately

- Arrange for immediate disconnection/isolation of power supply either through instructions over phone to the location or through BESCOM/or visiting the spot depending on situation.
- Report to concerned BBMP Engineer at the earliest
- Spot inspection immediately and not later than 2 hours
- Rectification of the fault immediately and not later than 24 hours

11.0 Mishaps and accidents during contract period

11.1 The contractor alone shall be responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the period of contract and they shall be covered by adequate compensation through insurance cover. A Xerox copy of the 'insurance cover note' covering risk of accident, etc., for the proposed employees shall be given by the contractor as part of his first payment claim. The bidder shall arrange/secure and maintain insurance of personnel employed as may be necessary and for all such amounts to protect his interest and the interests of the BBMP against all risks as detailed herein. The form and limit of such insurance, as defined herein together with the under writer thereof in each case shall be such that these are acceptable to the BBMP. However in respect of such acceptance, responsibility to maintain insurance at all times till the completion of the contract shall be that of the bidder alone. The bidder's failure in this regard shall not relieve him of any of his contractual responsibility and obligations.

12.0 Practising of Safety Aspects & Rules and cleaning of place of work

i) Bidder should adhere to all safety aspects and rules and also Electricity board/inspectorate regulations while carrying operation and maintenance work of streetlights.

ii) Safety precautions and personal protective equipments for painting works shall be used with respect to respiratory protection and fire Protection.

iii) Valid certificate of testing and inspection by competent person for the lifting machines and tackles in use shall be available with the Contractor on the work.

iv) Adequate fire safety precautions and electrical safety precautions shall be ensured throughout the contract period.

13.0 Death, bankruptcy etc.

If the Bidder dies or commits any act of bankruptcy or the firm goes into liquidation except for reconstruction purposes or if his or its business is carried on by a receiver, or the executors, successors or other representatives in law of the estate of the Bidder or any such receiver, liquidation, or any person in whom the contract may become vested shall forthwith given contract may become vested shall forthwith give notice thereof in writing to the BBMP and shall for one month, during which he

shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to his or their providing such guarantees as may be required remaining un-executed. In the event of stoppage of the works, the period of option under this clause shall be three days only, provided that, should be above option be not exercised, the Contract may be determined by the Purchases by the notice in writing to the Contractor.

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14.0 Disputes during contract period

18.1 Tender with a stipulation for a settlement of dispute by reference to arbitration will not be entertained and will be summarily rejected.

18.2 Any dispute, difference or controversy of whatever nature between BBMP and Contractor, howsoever arising under out of or in relation to the contract agreement shall in first instance be attempted to be resolved amicably between the parties.

18.3 Any dispute between the staff employed by the contractor and the contractor shall be amicably settled-as per the prevailing labour law. The BBMP is not responsible to intervene /solve the dispute. However, if for the reason of the said dispute results in stand-off/slow down of work etc, the BBMP reserves the right to terminate the contract and forfeit the security deposit

15. Breach of contract

Any breach of contract during the period of contract will result in termination of the contract and forfeiture of the security deposit. In case if it is found that the facilities/works are used for unlawful purposes and for the purpose other than the one mentioned else in the tender document, the contract would be terminated, the security deposit will be forfeited and the "Contractor" will be blacklisted from the participation in any Govt. / Quasi-Govt / municipality's all types of works.

16. Termination

16.1 BBMP may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

Along with block listing the firm.

16.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor has not started the said work thereof within 7 days from the date specified in the letter of award (Work Order).

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) The BBMP gives Notice that failure to correct a particular Defect is a Fundamental breach of Contract and the Contractor fails to correct it Within a reasonable period of time as determined/decided by the BBMP;

16.3 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and

Secure and leave the Site as soon as reasonably possible but not later than 5 days.

17.0. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the BBMP shall prepare bill for the value of the work done less advance payments, if any, received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the BBMP exceeds any payment due to the Contractor the difference shall be a debt payable to the BBMP.

18. Force majeure

Any of the following events which will cause material adverse effect on the Operation & maintenance contract of the street light system shall constitute Force majeure event.

a) Earthquake, flood, inundation, landslide

b) Fire caused by reasons not attributable to the Contractor or any of his employees

c) Acts of terrorism, riots, military action

Except as explicitly provided in the Agreement, neither party hereto shall be liable in any manner whatsoever to the other party in respect of any loss/damage arising out of Force majeure event. However, the Contractor shall be entitled to receive appropriate proceeds of any insurance obtained by the Contractor.

19. Corrupt or Fraudulent practices

The BBMP requires that the Bidders/contractors observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy of GOK, the BBMP

a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) will declare a firm ineligible , either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BBMP contract.

20. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation including safe disposal of released material. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

B - TIME CONTROL

C - QUALITY CONTROL

21.0 Quality of materials and services

The Bidder should use the light luminaries and accessories conforming to ISI standards and as per technical specifications of this tender document and also confirming the guaranteed technical particulars specified in KPWD Electrical SR. The services shall be of the best and most substantial so as to ensure satisfactory operation of the system.

D - COST CONTROL

22.0 Quantities of works: The present quantities indicated as 'Schedule-B.

23.0 Price variation: The rates and contract amount quoted by the Bidder shall be 'firm' for the duration of the

24.0 The FSD deducted from bills and the EMD will be released after successful completion of the contract period and handing over of the street lighting systems to BBMP.

25.0 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

26.0. Taxes and duties: The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The taxes and duties as per applicable law will be deducted at source by BBMP.

SECTION 3

1.Form of Tender

Description of the Work: **Annual Electrical Maintenance of Electrical installations in DEER Park Hanumanth Nagar in ward No.196**.

Tender
To : _____
Address : _____
_____ [14]
GENTLEMEN,
We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[15]
This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.
We attach herewith our current income-tax clearance certificate.
Yours faithfully,
Authorized Signature:
Name & Title of Signatory:
_____
Name of Tenderer _____
Address: ----------

3.Qualification Information

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lacs)[17]

2017 - 18[16]_____
2018 - 19_____
2019 - 20_____
2020 - 21_____
2021- 22_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.
(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works[18] remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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4. Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amount of Rs.————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,
Authorized Signature
Name and Title of Signatory
Name of Agency

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5. Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date)

To

————————————————— (name and address of the Contractor)

—————————————————

—————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ———————— [19]a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory authorized to sign on behalf of Employer)

6. Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____
_____[name and address of Employer] (hereinafter called “the Employer”) of the one part and
_____
_____
_____[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute
_____
_____
_____
_____[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor’s Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said
_____
_____
in the presence of:

Binding Signature of Employer
_____

Binding Signature of Contractor
_____